

THIS AGREEMENT, Made this 14th day of August, 1934, by and between the MAYOR AND CITY COUNCIL OF BALTIMORE, a municipal corporation, hereinafter designated as "CITY" and the COUNTY COMMISSIONERS OF HOWARD COUNTY, hereinafter designated as "COUNTY COMMISSIONERS."

WHEREAS, the General Assembly of the State of Maryland, by an act known as Chapter 394 of the Acts of 1931, which was approved April 10, 1931, authorized and empowered the COUNTY COMMISSIONERS OF HOWARD COUNTY to borrow a sum not to exceed seven percent (7%) of the assessable property in a special taxing district to be created under the authority of the said act, in the First Election District of Howard County, for the purpose of providing water distribution in the said First Election District of Howard County and further authorized the said COUNTY COMMISSIONERS to enter into a contract with the City to lay said mains and extensions and to make the proper connections for the distribution of a water supply in the said First Election District.

WHEREAS, the Bureau of Water Supply of the City of Baltimore deems it advisable that the said COUNTY COMMISSIONERS purchase the materials, construct and install the water mains, valves, fire hydrants and appurtenances, except water supply services to the individual houses, necessary for said system of water distribution under the conditions hereinafter set forth.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That in consideration of the premises and the covenants and agreements hereinafter contained to be performed by the parties hereto, the CITY hereby agrees to connect the aforesaid water mains in the said First Election District of Howard County with the water supply system of the CITY under the following terms and conditions:

1. All phases of the design, construction and testing of water mains and appurtenances shall be in accordance with the standards of the Bureau of Water Supply of the City of Baltimore.
2. All pipe, fittings, jointing materials and appurtenances shall be in accordance with the specifications of the Bureau of Water Supply.
3. The size of mains, type, number and location of valves, type and location of fire hydrants, shall be approved by the Water Engineer of the City of Baltimore.
4. All construction and installation work shall be subject to inspection of the Bureau of Water Supply of the City of Baltimore, and said Bureau shall be reimbursed forthwith by the COUNTY COMMISSIONERS for the expense of same.
5. The new mains provided for in this agreement and to be laid by said COUNTY COMMISSIONERS shall be connected with the existing mains of the City of Baltimore by the said Bureau of Water Supply, and said Bureau shall be reimbursed for the expense thereof by the COUNTY COMMISSIONERS on the basis of time and material plus the prevailing overhead charges of the Bureau of Water Supply.
6. Plans for the installation of water mains and appurtenances under this agreement shall be submitted by the County Commissioners to the Bureau of Water Supply. Upon approval of the Bureau of Water Supply, the said plans shall be adopted as the official plans for the installation of water mains and appurtenances under this agreement. The said plans shall show the established grade lines and curb lines of roads, streets and/or footways in which water mains are to be installed under this agreement. In cases where a grade and/or curb line has not been established, the plans as prepared by the COUNTY COMMISSIONERS shall show the existing actual grade line and/or curb line. Upon approval by the Bureau of Water Supply, the said plans shall be the official plans for the installation of water mains and appurtenances, and the grades and lines of the roads, streets and/or footways as shown by the said official plans shall be adopted as and deemed to be the established

grades and/or curb lines for the purposes of this agreement.' All mains and appurtenances shall be laid to a depth of four feet between the top of main and the official or actual grade of the roads, streets and/or footways as shown on the plans for the water main installations furnished by the COUNTY COMMISSIONERS as herein provided.

7. The said Bureau of Water Supply shall be reimbursed by the COUNTY Commissioners for the expense of relocating any mains, valves, fire hydrants, appurtenances, services and/or meters which, in the opinion of the Water Engineer, is made necessary by the re-establishment of the official grade line and/or curb line as adopted under paragraph six hereof, of any of said streets and/or footways.
8. All taps on said water mains and work on the individual water supply service pipes between said water mains and the official curb stop or meters on said service pipes, shall be done only by the Bureau of Water Supply. Only those services shall be installed for which application and payment have been made to the City of Baltimore. Where a property already supplied with water through a source other than the water mains of the CITY applies for and is granted water service under the terms of this agreement, such other water service must be kept disconnected so that no physical connection shall exist between the mains installed under this agreement and any other source of supply whatsoever. All water supply service pipes to be connected with the mains to be laid hereunder shall be made by the Bureau of Water Supply, in accordance with its rules and regulations. No connection shall be made with said water mains or any extensions thereof or any water supply service pipes except by the Bureau of Water Supply, in accordance with said rules and regulations. No water supply service for the purpose of supplying property shall be connected to the water mains or extensions thereof installed hereunder unless application and payment therefor have been duly made to the City of Baltimore in accordance with the rules and regulation of the Bureau of Water Supply, upon application to said Bureau accompanied by an amount of money sufficient to pay for the cost of the same. The water supply service pipe herein referred to consists of that portion of pipe between the water main in the highway and the official curb stop or water meter, which shall be placed at the discretion of the Bureau of Water Supply approximately at the curb line.
9. All plans of the work to be done hereunder shall be drawn on a horizontal scale of not smaller than one inch equals fifty feet, according to the type and character of the plans now used by the Bureau of Water Supply, and said plans shall be prepared by or for the COUNTY COMMISSIONERS at their own expense.
10. Upon the completion of the installation of said water mains and appurtenances, record plans together with tracings showing accurate measurements and location of mains, valves, fire hydrants and appurtenances shall be filed promptly with the Bureau of Water Supply.
11. Upon the completion of all construction work and the filing of record plans and tracings with the Bureau of Water Supply, the said entire new system of mains, valves, fire hydrants and appurtenances constructed hereunder shall be turned over to the Bureau of Water Supply, and shall be deeded to the Mayor and City Council of Baltimore, together with the rights-of-way therefor.
12. The Bureau of Water Supply shall be relieved of all responsibility and expense for repairs to said water mains, or for damage sustained



by any person or property growing out of leakage on burst water mains for a period of one year after the date that records, plans and tracings are filed and said mains and appurtenances are turned over and deeded to the CITY: any repairs or maintenance during the above period shall be made by the COUNTY COMMISSIONERS and shall be subject to inspection and acceptance by the Bureau of Water Supply, and any such maintenance or necessary repairs during this period of one year not given prompt attention shall be made by the Bureau of Water Supply at the expense of the COUNTY COMMISSIONERS aforesaid.

13. The Bureau of Water Supply shall be relieved from all responsibility for the condition of streets and footways due to the construction of said water mains and appurtenances; and the COUNTY COMMISSIONERS shall indemnify and hold harmless the Mayor and City Council of Baltimore from any and all claims for damages sustained in connection with the construction and maintenance of said water mains.
14. No property shall be connected to a City water main unless the said property abuts on that part of a street, road or thoroughfare in which such water main has been installed. In any case in which it shall be necessary to extend a water main installed under the terms of this agreement for the purpose of furnishing service to a property not eligible for service from the original main, the cost of such extension shall be paid by the COUNTY COMMISSIONERS and the said extension shall be installed in accordance with the terms of this agreement.
15. All charges for the installation of water service supply pipe and water service charges and water rates, shall be in accordance with a rate schedule to be filed with the Public Service Commission, until changed in accordance with the rules and regulations of the City authorities, which shall be applied to the system and water consumers hereunder; and an annual rental for public fire hydrants shall be paid to the CITY by the COUNTY COMMISSIONERS in accordance with the schedule hereinabove mentioned. All rates for water furnished in connection with this agreement shall be determined by the Bureau of Water Supply, subject to review by the Public Service Commission of the State of Maryland.
16. The record owner of any property applying for water service under the terms of this agreement shall join in the application for water supply for the purpose of guaranteeing the payment of all water bills thereafter to be incurred by said property and the CITY reserves the right to turn off water service to any property in any case in which water bills have not been paid for two quarters and to refuse to furnish any further water service to such property until such bills and penalties have been paid regardless of whether the owner of the property signing the application has divested himself of title by mesne convenances or not.
17. No water shall be used for public purposes by the authorities of Howard County except in accordance with the rules and regulations and under official permit of the Bureau of Water Supply.
18. No extensions or additions to the proposed water mains covered by this agreement shall be made except in the manner prescribed by the Bureau of Water Supply.
19. All of the rules and regulations of the Bureau of Water Supply, as now in effect and as may be hereafter promulgated by proper authority,

shall apply to any operations, inspections, etc., of water service rendered to any property under this agreement.

AS WITNESS the signatures of the members of the Board of Estimates of Baltimore City, attested by the clerk of said Board, and the corporate seal of the Mayor and City Council of Baltimore, attested by the City Register, and the members of the Board of County Commissioners of Howard County, attested by the clerk of said Board.

ATTEST:

(Signed) W. S. HANNA  
Clerk - Board of Estimates

(Signed) HOWARD W. JACKSON  
Mayor of Baltimore City

(Signed) R. E. L. MARSHALL  
City Solicitor

(Signed) R. WALTER GRAHAM  
Comptroller of the City of Baltimore

ATTEST:

(Signed) W. R. LYNN  
Deputy City Register

(Signed) B. J. GROZIER  
Chief Engineer

(Signed) E. LESTER MULLER  
President - City Council

APPROVED:

(Signed) LEON SMALL  
Water Engineer

COUNTY COMMISSIONERS OF HOWARD COUNTY  
BY

(Signed) DANIEL H. GAITHER  
President

H. GRAFTON PENNY

HART B. NOLL

ATTEST:

(Signed) JOHN L. IGLEHART  
Clerk - County Commissioners  
of Howard County